

Crown Pastoral Land Tenure Review

Lease name : THE BEECHES II

Lease number : PO 175

Due Diligence Report (including Status Report) - Part 3

This report and attachments results from a pre-Tenure Review assessment of the pastoral lease for the purpose of confirming land available for Tenure Review and any issues, rights or obligations attaching to it. The information is gathered from files and other sources available to the LINZ contractor.

Part of the information relates to research on the status of the land, resulting in a Status Report that is signed off by a LINZ approving officer. The remainder of the information is not analysed for relevancy or possible action until required, and LINZ does not guarantee its accuracy or completeness as presented.

The report attached is released under the Official Information Act 1982.

July 09

PASTORAL LEASE
LAND TENURE
REVIEW

LAND STATUS
CHECK

THE BEECHES II

ABERCROMBIE AND ASSOCIATES LIMITED

PROPERTY MANAGERS AND CONSULTANTS

P O BOX 5056
MORAY PLACE
DUNEDIN

PHONE (03) 471 9496
FACSIMILE (03) 471 9455
EMAIL office@abercrombie.co.nz

C:\DATA\CONSULT\CLIENT\QVNZ\CONTRACT2002\mk2\CS Status Cert Beeches II.wpd

This report has been prepared on the instructions of Crown Property Management, Land Information New Zealand, and is undertaken for the purposes of the Crown Pastoral Leases Act 1998.


LAND STATUS REPORT	THE BEECHES II	P 212	[LIPS Ref. 12506]
Property	1	of	1

Land District	Otago
Legal Description	Run 204 D
Area	2205.5368 hectares
Status	Crown Land subject to Pastoral Lease P 212
Instrument of Lease	Reg Vol OT386/123 registered in Land Transfer Office but not under Land Transfer Act
Encumbrances	Marginal strip along Pig Burn as shown marked A - B and A - C on SO 1827 created pursuant to Sections 24(9) and 24(F), Conservation Act 1987 on renewal of the lease by 841857.
Mineral Ownership	Crown [see comment below]
Statute	Land Act 1948, Crown Pastoral Land Act 1998

Data Correct as at:	24 April, 2002
Accredited Supplier certification	As attached

Prepared by	David J Abercrombie
Crown Accredited Supplier	Abercrombie & Associates Ltd

Certified correct as to status:



Chief Surveyor
Land Information New Zealand, Dunedin

6151 2002

Notes: This information does not affect the status of the land but was identified as possibly requiring further investigation at the due diligence stage: See Crown Pastoral Standard 6 paragraph 6

Land for marginal strip along Pig Burn as shown marked A - B and A - C on SO 1827 created pursuant to Sections 24(9) and 24(F), Conservation Act 1987 was removed from the lease on renewal by 841857 with no derived reduction of the leased area. Notwithstanding the lessee agreeing to the conditional lease renewal, there is no known record of compensation having been paid to the lessee for the dispossession.

An un-registered right has been granted to a party other than the lessee by the agent for CCL for constructing a water race, in conjunction with an irrigation scheme taking water from Pig Burn, on the north east leased land boundary. There is no known CCL consent for the occupation.

Research Data: Some items may not be applicable

SDI Print obtained	Yes <i>[See attached]</i>
NZMS 261 Ref	H 42
Local Authority	Central Otago District Council
Crown Acquisition Map	Yes To determine agreement for purchase from Ngai Tahu
SO Plan	1827 <i>[See evidence attached]</i>
Relevant Gazette Notices	Not applicable
CT Reference / Lease Reference	Pastoral Lease P 212, Reg Vol OT386/123. Lease renewed by 841857. NOTE: For history of land see below <i>[See evidence attached]</i>
Legislation Cards	Not applicable
CLR	Yes <i>[See evidence attached]</i>
Allocation Maps (if applicable)	Not applicable
QVNZ Reference	28330/21000
Crown Grant Maps	Yes - There are no references for the subject property

Research - continued

If Crown land - Check Irrigation Maps.	Yes There are no references for the subject property
Mining Maps	Yes There are no references for the subject property
Other Relevant Information	
a) Concessions - Advice from DoC	a) Nil <i>[See evidence attached from DoC]</i>
b) Subject to any provisions of the Ngai Tahu Claims Settlement Act 1998	b) Only on divestment of freehold or a lease of fifty years or greater by LINZ as a Crown Body
c) Mineral Ownership	c) Mines and Minerals are owned by the Crown because the land has never been alienated from the Crown since its acquisition from Ngai Tahu by way of the Kemp Purchase.
d) Other Info	

History of ownership:

Purchased from Ngai Tahu by the Kemp Purchase of 1848.

No record of crown grants having been made

Selected for lease and Pastoral License 1339 issued as at 1 March 1909 and comprising 5450 acres - no registration.

On expiry of PL1339, Pastoral License 1692 issued as at 1 March 1924 as recorded in register volume OT335/179 [comprises 5450 acres - 2205.5368 hectares by title metric conversion].

On expiry of PL1692, Pastoral Lease 212 was issued as at 1 July 1959 as recorded in register volume OT386/123 [comprises 5450 acres - 2205.5368 hectares by title metric conversion].

Status, description of land and area are now as indicated above.

ABERCROMBIE AND ASSOCIATES LIMITED

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C:\DATA\CONSULT\CLIENT\QVNZ\CONTRACT2002\mk2\CS Cover letter isc.wpd

24 April, 2002

The Chief Surveyor
Land Information New Zealand
Private Bag 1929
DUNEDIN

REQUEST 56666 CERTIFIED DATA
COPY 01/01 PGS-007-26/01/02-00:53



Doc ID: 110317523

Dear Sir

PROPERTY STATUS REPORT: THE BEECHES II OTAGO LAND DISTRICT

P 212

References - Client: LIPS 12506
- Accredited Supplier: 193 / 03 / 04

Please find enclosed:

- 1 In accordance with CCPO Crown Pastoral Land Standard 6 and OSG Standard 1999/5 Chief Surveyor Land Status Certifications, a status report for your consideration and decision.
- 2 Evidencing the result of the investigation for the land concerned and set out in appendix order copies of:
 - Appendix 1 A locality plan
 - Appendix 2 SDI print
 - Appendix 3 Relevant survey plans
 - Appendix 4 Registered leases [current and historical]
 - Appendix 5 Documents registered against the current pastoral lease as well as any applicable historical records
 - Appendix 6 Extract from Crown Land Register
 - Appendix 7 Quotable Value New Zealand valuation record
 - Appendix 8 Advice from Department of Conservation
 - Appendix 9 Other relevant information [LINZ CPM records]


- 3 As required by Crown Property Management in specifications for complying with instructions on reporting for land status checks in terms of Crown Pastoral Land Standard 6 a certificate of authorisation.
- 4 A cheque at the amount of \$32.00, inclusive of GST, being the prescribed fee for your certification *[Please forward a receipt for this amount as soon as possible]*.

Could you please consider the enclosed status report and, if you concur, complete your certification and return the report to me. Because of the programme established by Crown Property Management, LINZ, it would be appreciated if this request could be treated as a matter of expediency.

Should any matter require clarification please do not hesitate to contact me any time at your convenience.

Thanking you in anticipation.

Yours faithfully

A handwritten signature in dark ink, appearing to be 'David J Abercrombie', with a long, sweeping horizontal line extending to the right.

David J Abercrombie

ABERCROMBIE AND ASSOCIATES LIMITED

PROPERTY MANAGERS AND CONSULTANTS

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DUNEDIN

PHONE (03) 471 9496
FACSIMILE (03) 471 9455
EMAIL office@abercrombie.co.nz

C:\DATA\CONSULT\CLIENT\QVNZ\CONTRACT2002mk2\Certification.wpd

CERTIFICATION

PRE TENURE REVIEW; LAND STATUS CHECK THE BEECHES II


REFERENCE: LIPS 12506

1. I, David J Abercrombie [Nominated Person for Accredited Supplier - Abercrombie & Associates Limited] gives an assurance that:
 - a. I am authorised to undertake status checks by virtue of an agreement between Land Information New Zealand and Abercrombie & Associates Limited, and
 - b. I am authorised to undertake the status check in relation to a tenure review of the land concerned, and
 - c. The Land Status Report enclosed with this certificate is in order for signature.
2. The decision when made will comply with the following statutory requirements:

Crown Pastoral Land Act 1998
3. In giving this assurance David J Abercrombie undertakes that all relevant policy instructions, legal requirements, court judgements and any other matters have been taken into account and applied where appropriate.
[List all policy instructions, legal requirements, etc.]

Instructions issued by Crown Property Management, LINZ

CCPO, Crown Pastoral Land Standard 6
Paragraph 7.1
Appendix 3

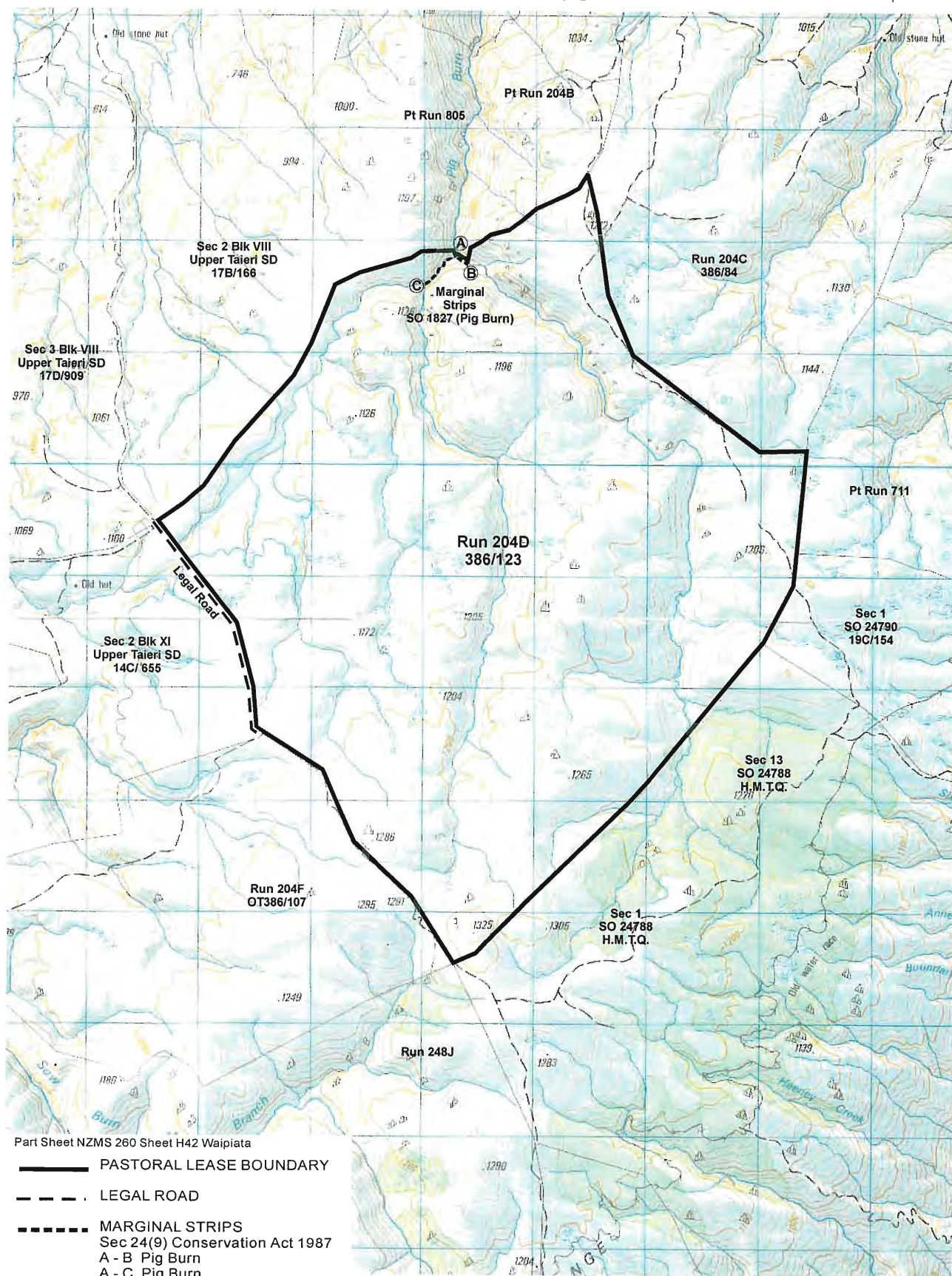
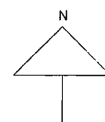


David J Abercrombie
Accredited Supplier

Date: 24 April 2002

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

THE BEECHES II PATEAROA CENTRAL OTAGO

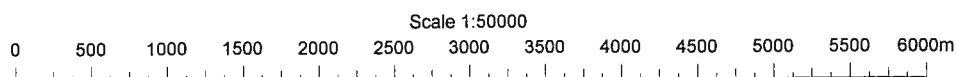
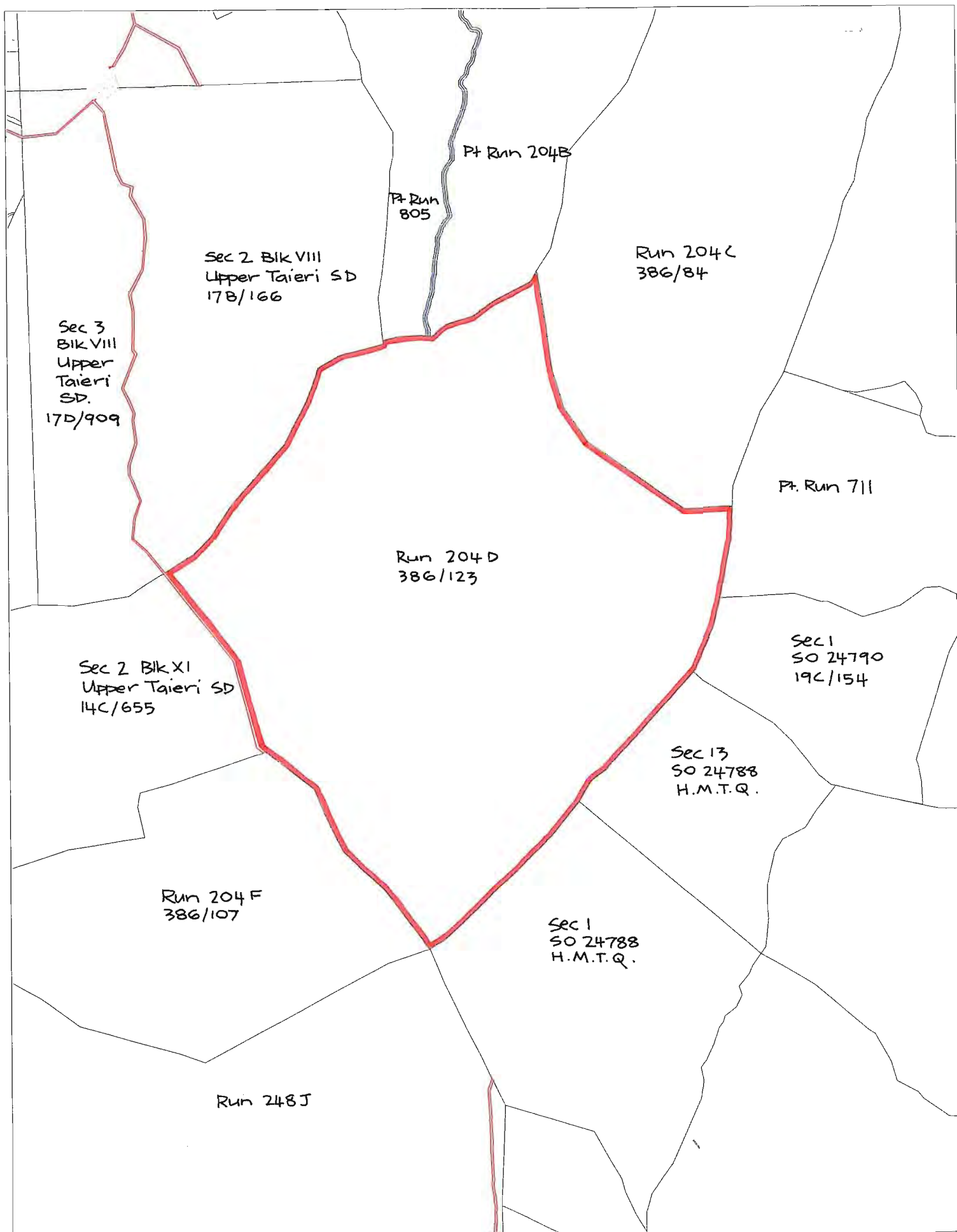


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John McMeeking
DTZ Mapping, Dunedin
03 479 2233
18.04.2002

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"



"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

3

1827

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

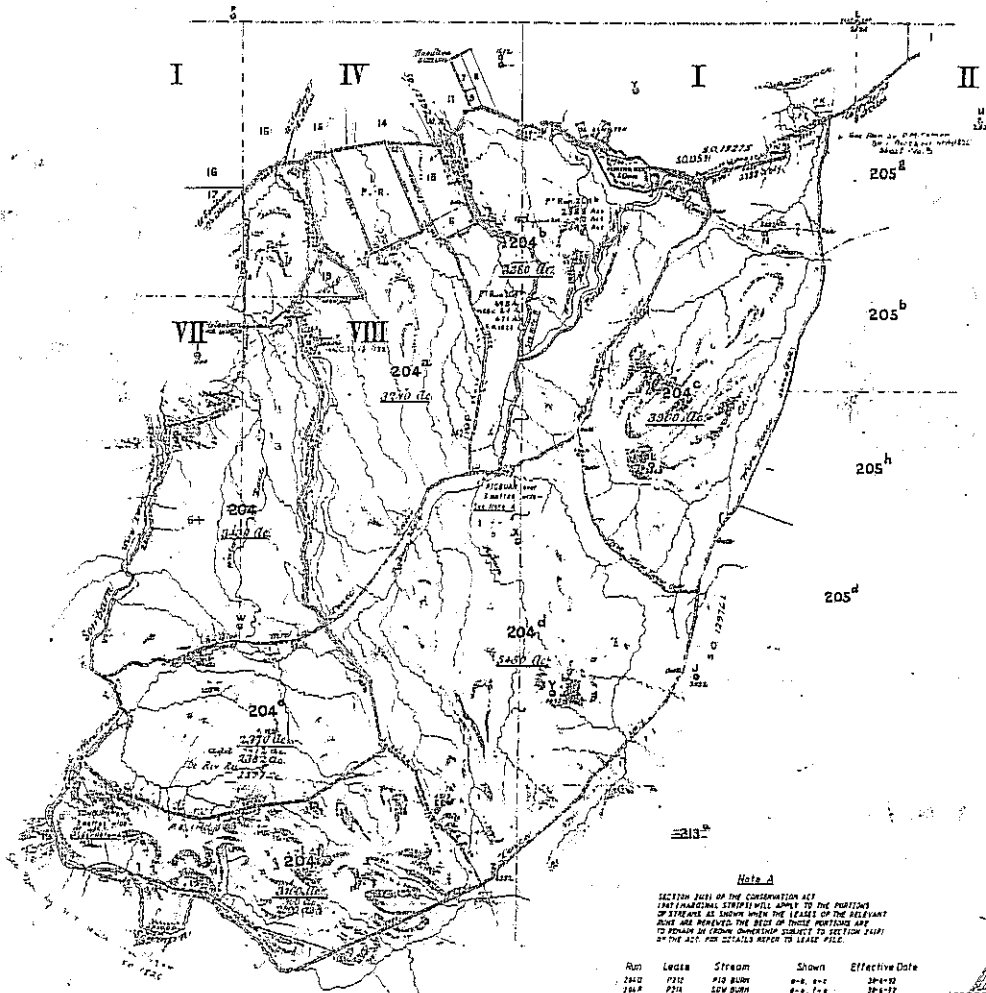
MANITOBA

DIST.

1827

UPPER TAIERI DIST.

ROCK & PILLAR DIST.



248 J

Note A
SECTION 248 J OF THE CONSERVATION ACT
(1917) (MARGINAL STRIPS) WILL APPLY TO THE PORTIONS
OF STRIPS AS SHOWN WHEN THE LEASES OF THE RELEVANT
LANDS ARE REVOKED THE BEST OF THESE PORTIONS ARE
TO REMAIN IN CROWN OWNERSHIP SUBJECT TO SECTION 248 J
OF THE ACT FOR DETAILS REFER TO LEASE 4152

Run	Legals	Stream	Shown	Effective Date
248 J	P12	P12 BURN	8-8, 8-9	30-4-55
248 J	P12	LOW BURN	8-8, 8-9	30-4-55
248 J	P12	P12 BURN	8-8	1-7-56

Chief Surveyor Date

Note B
RIVERBANK RESERVES SHOWN HERE ON
ARE NOW MARGINAL STRIPS PURSUANT
TO SECTION 248 J OF THE CONSERVATION
ACT 1947. EFFECTIVE DATE 10-1-56

Approved as to addition of P1258 Note B

Chief Surveyor Date

Plan of
Runs 204, 204^a, 204^b, 204^c, 204^d, 204^e, 204^f
UPPER TAIERI & ROCK & PILLAR DIST^s.

D.M. CALDER ASST. SURVEYOR

JAN^y. 1955.

Scale of Chains

F.B.N. 16 Page

NOTE: Subdivision of Runs 204 & 204^a

LEGALISATION CARD

1827

19

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"



**COMPUTER INTEREST REGISTER
UNDER LAND TRANSFER ACT 1952**



R. W. Muir
Registrar-General
of Land

Search Copy

Identifier OT386/123
Land Registration District Otago
Date Registered 20 August 1959 11:42 am

Prior References
OT335/179

Type	Lease under s83 Land Act 1948	Term	Thirty-three years commencing on the first day of July 1959 and renewed for a further 33 years
Area	2205.5368 hectares more or less		

Legal Description Run 204D

Proprietors

Ian Donald McDonald, Frazer Donald McDonald and Owen Ian McDonald as to a 1/2 share
Andrew William Weir and Stuart Gerard Weir as to a 1/2 share

Interests

841857 Renewal of lease for a further term of 33 years and fixing (for the first 11 years) the annual rent at \$975.00 calculated on a rental value of \$65,000.00 - 4.11.1993 at 9.17 am

893789.3 Mortgage of their 1/2 share Ian Donald McDonald, Frazer Donald McDonald and Owen Ian McDonald to The New Zealand Guardian Trust Company Limited - 19.10.1995 at 9.59 am

929862.3 Mortgage of their 1/2 share Andrew William Weir and Stuart Gerard Weir to Westpac Banking Corporation - 15.5.1997 at 12.08 pm



**COMPUTER INTEREST REGISTER
UNDER LAND TRANSFER ACT 1952**



R.W. Muir
Registrar-General
of Land

Historical Search Copy

Identifier OT386/123
Land Registration District Otago
Date Registered 20 August 1959 11:42 am

Prior References
OT335/179

Type	Lease under s83 Land Act 1948	Term	Thirty-three years commencing on the first day of July 1959 and renewed for a further 33 years
Area	2205.5368 hectares more or less		

Legal Description Run 204D

Original Proprietors

Ian Donald McDonald, Frazer Donald McDonald and Owen Ian McDonald as to a 1/2 share
Andrew William Weir and Stuart Gerard Weir as to a 1/2 share

Interests

841857 Renewal of lease for a further term of 33 years and fixing (for the first 11 years) the annual rent at \$975.00 calculated on a rental value of \$65,000.00 - 4.11.1993 at 9.17 am

893789.3 Mortgage of their 1/2 share Ian Donald McDonald, Frazer Donald McDonald and Owen Ian McDonald to The New Zealand Guardian Trust Company Limited - 19.10.1995 at 9.59 am

929862.3 Mortgage of their 1/2 share Andrew William Weir and Stuart Gerard Weir to Westpac Banking Corporation - 15.5.1997 at 12.08 pm

Registered in the LAND REGISTRY OFFICE
but not under the LAND TRANSFER ACT.

NEW ZEALAND

20 AUG 1959

LAND DISTRICT

Pastoral Lease of Pastoral Land under the Land Act, 1948
No. P. 212

No. P. 212

Entered in the Register-book, Vol. 386 fol. 123

the 20th day of August 1937 at 11:42 o'clock.

Act, 1948

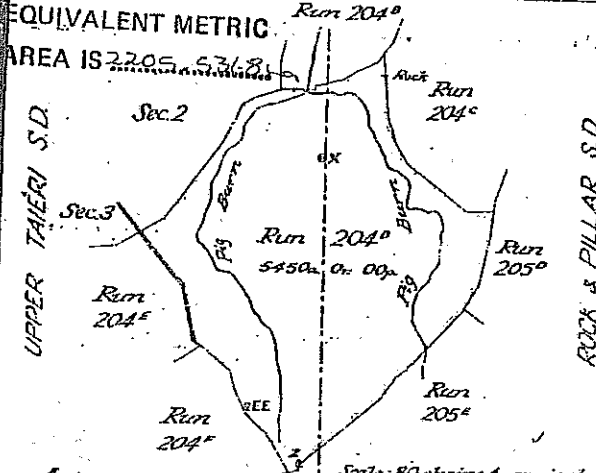
W. H. W. W.
Act Land Registrar

This Deed, made the 1st day of March 1911, between **THE MAJESTY THE KING** (who, with his heirs and successors, of England, Farmer, and BRIDGES PASTORAL COMPANY LIMITED, its registered office at London, of England, in some

one thousand nine hundred and fifty-nine
 hereafter referred to as "the Lessor") of the one part, and ARTHUR IVAN MATTHEW
 duly incorporated company having), in the Dominion of New Zealand,
 and others (who, with the Lessor, administered the said permitted assigns,
 hereinafter referred to as "the Lessee") of the other part, WITNESSETH
 that, in consideration of the rent hereinafter reserved, and of the covenants,
 conditions, and agreements herein contained or applied and on the part of the
 Lessee to be paid, observed, and performed, the Lessor doth hereby demise
 unto the Lessee ALL that piece or parcel of land containing
 and admeasuring 5,456 acres,
 situate in the Land District of Otago, and being
 Run 204D, Upper Taieri and Back and Pillar Survey Districts.

Upper Taieri SD & Rock & Pillar SD

EQUIVALENT METRIC
AREA IS 2205.5318



(hereinafter referred to as "the said land"), as the same is more particularly delineated in the plan drawn hereon and therein coloured and in outline together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July the period between one hundred and fifty-nine together with July, one thousand nine hundred and fifty-nine. Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Otago the clear annual rent of one hundred and twenty pounds (£ 120.-) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the schedule hereto the sum of (£) by a deposit of (£) (the receipt of which sum is hereby acknowledged) and thereafter by (£) half-yearly instalments of pounds shillings and pence (£) on the 1st day of January and the 1st day of July in each year in the same manner as the rent.

AND the Lessee doth hereby covenant with the Lessor as follows, that is to say:—

1. THAT the Lessee will fully and peacefully enjoy the real hereditaments reserved at the times and in the number heretofore named in that behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
2. THAT the Lessee will within one year after the date of this lease take up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
3. THAT the Lessee will hold and use the said land *tena in fee* for his own use and benefit and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board: Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
4. THAT the Lessee will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of 019/0 (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, clear and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1926, 1950.
6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit Nuisance Act, 1938, 1955.
7. THAT the Lessee will clear and clear from: woods and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and comply with the Commissioner every such policy and, not later than the formation of the year on which any such premium becomes payable, the receipt for that premium.
10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, cut, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves.
- Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or other purposes on the said land now where the timber or tree has been planted by the Lessee.
11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the National Trusts Act, 1916, burn any forest, scrub, fern, or grass on the said land, nor permit any forest, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject in such terms and conditions as the Commissioner may direct necessary.
12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals.
- Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbance of the Lessee's stock.
13. THAT the Lessee shall exercise due care in stocking the said land and shall not overstock.
- AND it is hereby agreed and declared by and between the Lessee and the Commissioner

AND, it is hereby agreed and declared by and between the Lessor and the Lessee:—

(c) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right to the soil

(b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1918) on or under the surface of the soil of the said land, and all such minerals are reserved to the Major together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully entitled for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such subject to the payment to the Lessee of compensation therefor; and

Provided that there shall be no right of way over or right to work any mineral on or under the surface of the said land in favour of the Lessee or of any person claiming through him.

Provided that, there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within ~~the~~ ^a yard of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building, or any land which is for the time being under crop or used or

Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, manufacturing, or building purpose as the said land, but not otherwise.

IN WITNESS WHEREOF, the undersigned, being duly authorized by the Board of Directors of the Company, have hereunto set their hands and the seal of the Company, this 14th day of August, 1918.

U.T. 2007123

386/123

- (d) THAT the Lessee shall have no right of acquiring the freehold of the said land.
- (e) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary, -
- (i) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
 - (ii) Copy such area of the said land as is sufficient for the use of himself and family and his employees;
 - (iii) Plough and sow in grass any portion of the said land;
 - (iv) Clear any portion of the said land by felling and burning brush or scrub and sow the land so cleared in grass;
 - (v) Surface sow in grass any portion of the said land;
- Provided that the Lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clover and grasses to the satisfaction of the Commissioner.
- (f) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock, and for the purpose of this clause it is hereby mutually understood and agreed between the Land Settlement Board and the Lessee that the number of stock to be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed ~~one sheep on a hectare of a count of one for every sheep and of one and a half for breeding ewes.~~
- (g) THAT if the Lessee shall leave New Zealand or abandon the said land or if he cannot be found or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessee, then the Land Settlement Board may, subject to the provisions of section 116 of the Land Act, 1949, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or owing due or for any prior breach of any covenant or condition of the lease.
- (h) THAT these provisions are intended to take effect as a pastoral lease under the Land Act, 1949, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

111

In witness whereof the Commissioner of Crown Lands for the Land District of Otago, and these presents have also been executed by the said Lessee.

Otago

on behalf of the Lessor, hath hereunto set his

Signed by the said Commissioner, on behalf of the Lessor, in the presence of -

Witness: [Signature]
Occupation: Land Office Clerk
Address: [Address]

[Signature]
Deputy Commissioner of Crown Lands

Signed by the above named as Lessee, in the presence of -

Witness: [Signature]
Occupation: Area Manager
Address: The Beeches Farm, Waihi

A. J. Mathias
E. M. Mathias
Lessee

The Otago Regd of Beeches Pastoral Company Limited and hereunto affixed in the presence of

E. M. Mathias
Director

THE BEECHES PASTORAL CO. LTD.
E. M. Mathias Director



** (f) THAT the Lessee shall be deemed not to have failed to use due care in stocking, or to have overstocked so long as the number of sheep depastured on the said land does not exceed 4000 inclusive of 2600 breeding ewes (being an increase of ten per cent on the carrying capacity on which is based the rent hereinbefore received) but the Commissioner may by notice in writing permit the Lessee to depasture thereon any greater number should he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.

THE BEECHES PASTORAL CO. LTD.

[Signature]
Deputy Commissioner of Crown Lands

E. M. Mathias Director

A. J. Mathias Lessee

DISCHARGED
160680 of his interest and
Mathias to George Mathias
produced 20th June 1959 at 10.30 am
279219 Transfer of 1/3 share of this
Van Mathias to John Charles Alured Mathias
of Waihi at 16.11.1959 at 2.58 pm
279218 Transfer of 1/3 share of this
Van Mathias to John Charles Alured Mathias
of Waihi at 16.11.1959 at 2.58 pm



360457 Transfer of 1/3 of his
interest Arthur Ivan Mathias
to John Charles Alured Mathias
abovenamed - 15.9.1970 at
12.08pm

318112 Mortgage
Association of New Zealand
2.38 pm

DISCHARGED
318112 Mortgage
Association of New Zealand
2.38 pm

360456 Transfer of the 1/3 share
of Arthur Ivan Mathias and
Alexander James Lloyd Martin
of Ranfurly Solicitor -
15.9.1970 at 12.09pm

THIS REPRODUCTION (ON A REDUCED SCALE)
CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL REGISTER FOR THE PURPOSES OF
SECTION 215A LAND TRANSFER ACT 1952.
[Signature] A.L.R.

See over

841857 Memorandum renewing the term of the within lease for a further term of 33 years and fixing (for the first 11 years) the annual rent at \$975.00 calculated on a rental value of \$65,000.00 - 4.11.1993 at 9.17am



A.L.R.

850850 Variation of Mortgage 815866/7 - 9.3.1994 at 11.00am



A.L.R.

893789/3 Mortgage of their 1/2 share Ian Donald McDonald, Frazer Donald McDonald and Owen Ian McDonald to The New Zealand Guardian Trust Company Limited - 19.10.1995 at 9.59am



A.L.R.

929862/2 Transfer of their 1/2 share Ross William Manson, Donald George Manson, Gregory Noel Manson and Ian James Manson to Andrew William Weir and Stuart Gerard Weir both of Ranfurly farmers as tenants in common in equal shares - 15.5.1997 at 12.08 pm



A.L.R.

929862/3 Mortgage of their 1/2 share Andrew William Weir and Stuart Gerard Weir to Westpac Banking Corporation - 15.5.1997 at 12.08 pm



A.L.R.

380436 Transfer of 1/4 share of John Charles Alured Mathias to John Charles Alured Mathias of Waipiata, Farmer and Alexander James Lloyd Martin of Ranfurly, Solicitor - 15.9.1970 at 12.09 pm

[Signature]
A.L.R.

383636 Mortgage of a 1/4 share of John Charles Alured Mathias and 1/4 share of John Charles Alured Mathias and Alexander James Lloyd Martin to Her Majesty The Queen - 15.9.1970 at 12.5 pm

[Signature]
A.L.R.

803132 Transfer of the 1/2 share of Beeches Pastoral Company Limited to Peter Geoffrey Mathias of Waipiata, Farmer as to a 45,514/59000th share and Gwyneth Lynnette Mathias of Waipiata, Married Woman and The New Zealand Insurance Company Limited as to a 13,486/59000th share (jointly inter se) as tenants in common in the said shares - 15.4.1992 at 10.42am

[Signature]
A.L.R.

USP 14/5/92

446620 Transfer of their 1/4 share John Charles Alured Mathias and Alexander James Lloyd Martin to Jerrald Ivan Mathias of Waipiata Farmer - 15.9.1975 at 1.59 pm

[Signature]
For A.L.R.

815866/5 Transfer of the 1/4 share of Jerrald Ivan Mathias to Ian Donald McDonald, Frazer Donald McDonald and Owen Ian McDonald all of Paerau farmers as tenants in common in equal shares - 12.10.1992 at 9.16 am

497624/9 Mortgage of his 1/4 share John Charles Alured Mathias to Donald Reid Otago Farmers Limited - 7.6.1978 at 11.5 am

[Signature]
A.L.R.

[Signature]
A.L.R.

[Signature]
A.L.R.

533065/4 NOTICE OF THE CHANGE OF NAME OF THE WITHIN mortgagee

in m. 497624/9 TO REID FARMERS LIMITED ENTERED 17.4.1980 at 12.06 p.m.

[Signature]
A.L.R.

815866/6 Transfer of the 1/4 share of Timothy Richard Johnston to Ian Donald McDonald, Frazer Donald McDonald and Owen Ian McDonald all of Paerau farmers as tenants in common in equal shares - 12.10.1992 at 9.16 am

[Signature]
A.L.R.

703672/3 Transfer of his 1/4 share John Charles Alured Mathias to Timothy Richard Johnston of Patearoa, Farmer - 1.6.1988 at 10.42am

[Signature]
A.L.R.

815866/7 Mortgage of the 1/2 share of Ian Donald McDonald, Frazer Donald McDonald and Owen Ian McDonald to Reid Farmers Limited and Reid Farmers (Otago) Limited - 12.10.1992 at 9.16 am

DISCHARGED
19 OCT 1993

[Signature]
A.L.R.

712799/3 Mortgage of his 1/4 share Timothy Richard Johnston to Reid Farmers Limited and Pastoral Finance Co. Limited - 30.9.1988 at 9.59 am

DISCHARGED
12 OCT 1992

[Signature]
A.L.R.

819363/10 Transfer of their 1/2 share Peter Geoffrey Mathias, Gwyneth Lynnette Mathias and The New Zealand Insurance Company Limited to Ross William Manson, Donald George Manson, Gregory Noel Manson and Ian James Manson all of Paerau Farmers as tenants in common in equal shares - 2.12.1992 at 10.13am

762394/1 Mortgage to Reid Farmers Limited and Reid Farmers (Otago) Limited - 4.9.1990 at 9.54 am

DISCHARGED
12 OCT 1992

[Signature]
A.L.R.

819363/11 Mortgage of 1/2 share of Ross William Manson, Donald George Manson, Gregory Noel Manson and Ian James Manson to Trust Bank Otago Limited - 2.12.1992 at 10.13am

DISCHARGED
15 MAY 1997

[Signature]
A.L.R.

762394/3 Memorandum of Priority ranking Mortgage 762394/1 as first mortgage and Mortgage 712799/3 as second mortgage - 4.9.1990 at 9.54 am

[Signature]
A.L.R.



Image Quality due to Condition of Original

NEW ZEALAND.

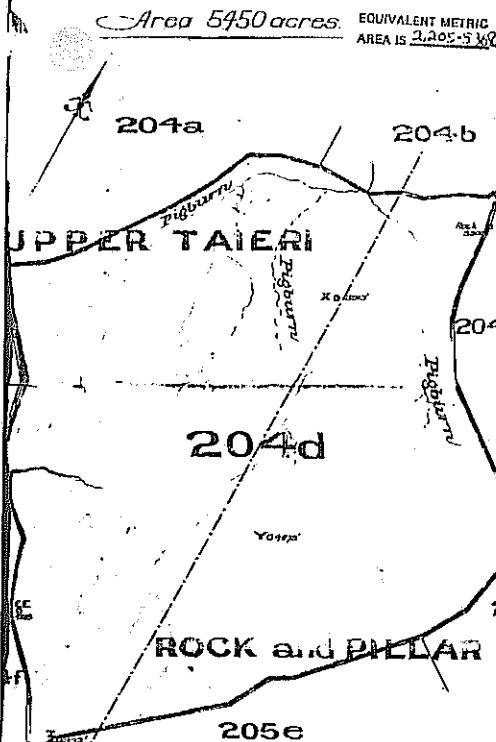
Form 1000 B-2.

OF RUN No. 204d

No. 1651 National Endowment

335 179

License to occupy Crown Lands for Pastoral Purposes.



Whereas FRANK MATHIAS and ALURED GEORGE MATHIAS, both of WAIPIATA of FARMER have purchased the area under the provisions of the Land Act, 1908, and its amendments, a License to occupy for Pastoral Purposes all that area of Crown lands containing by estimation Five thousand four hundred and fifty (5450) acres, more or less, and being Run numbered Two hundred and four D (204D), classed as Pastoral land, in terms of section 235 thereof, situate in the County of Maniototo, in the Land District of Otago, New Zealand, as the same is delineated on the plan in the District Lands and Survey Office, Dunedin, as shown in the margin hereof, and have paid the sum of Thirty-seven pounds and ten shillings (£37.10.0), being the first half-year's rent in advance for such Run: The said FRANK MATHIAS and ALURED GEORGE MATHIAS are hereby licensed to occupy the said land for pastoral purposes for the term of thirty-five (35) years, to be computed from the first day of March 1924, subject to all the provisions and conditions of the Land Act, 1908, and its amendments, so far as applicable hereto, and subject also to the payment of an annual rent of Eighty-five pounds (£85.0.0), in equal parts, half-yearly in advance, on the first day of March and the first day of September in each and every year, payment for the first half-year's rent having already been made, and the next of such half-yearly payments to be made on the first day of September, 1924.

Subject also to the conditions following, viz:—
 (1) That if the Licensee or any person claiming an interest through or under him shall make or cause to be made any agreement or contract, or shall give or cause to be given or taken any negotiable security for the purpose of defeating or evading the provisions of, or shall in any way whatsoever directly or indirectly commit or be privy to a fraud upon, the Land Act, 1908, and its amendments, this license shall be liable to be forfeited and revoked;
 (2) That the Licensee shall prevent the destruction or burning of timber or bush on the land comprised in this license, except as provided by section 237 of the Land Act, 1908;
 (3) That the Licensee shall prevent the growth or spread of gorse, broom, and sweetbrier, on the land comprised in this license, and shall with all reasonable speed remove or cause to be removed all gorse, sweetbrier, broom, or other noxious weeds or plants, as may be directed by the Commissioner of Crown Lands; and
 (4) That the Licensee shall destroy all rabbits on the land comprised in this license, and shall prevent their increase or spread, to the satisfaction of the Commissioner or an officer appointed by him to inspect the ground.

This License is issued as a renewal of Pastoral License No. 1339 in terms of Section 56 of The Land Laws Amendment Act, 1913.

And it is hereby declared that these presents are intended to take effect as a pasturage license only under the Land Act, 1908, and its amendments, and the provisions of these Acts applicable to such licenses shall apply hereto as fully and effectually as if the same had been set out therein at length.

In witness whereof the Commissioner of Crown Lands, on behalf of the Land Board of the Otago Land District, hath hereunto set his hand, this first day of March, 1924.

By, FRANK MATHIAS and ALURED GEORGE MATHIAS, the above-named licensees. Hereby accept this license on the terms and conditions specified therein.
Frank Mathias
Alured George Mathias
 Licensees.

Ascenthol
 Commissioner of Crown Lands.

W. MATHIAS
 1924

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

From: LAND INFORMATION DUNEDIN

+64 3 474 5108

20/02/2002 13:25 #770 P.019/036

CDF 515 Request Manual Copy	
Document Type	Instrument
Reference Number	841857
Land District	Otago
Method of Delivery	Fax
Requested By	
Request Id	40934
User Id	dabercrombiedu
Request Date	19/02/2002 09:13:52
Client Reference	dabercrombiedu
Status	Pending
<input type="checkbox"/> Certified Copy	
Comments	Beeches
Delivery Details	
Firm	Abercrombie & Assoc Ltd
Primary Contact	Mr David Abercrombie
Street	P O Box 5055
Town	Dunedin
Country	New Zealand
Postcode	9001
Fax Number	03 477 9455
Fees	
<input type="button" value="OK"/> <input type="button" value="Cancel"/>	

MEMORANDUM OF RENEWAL AND VARIATION
OF PASTORAL LEASE

IN THE MATTER of the Land Transfer Act 1952
and the Land Act 1948

AND

IN THE MATTER of Pastoral Lease No P212
registered in Volume 386
Folio 123 Otago District Land Registry
from HER MAJESTY THE QUEEN to
IAN DONALD MCDONALD,
FRASER DONALD MCDONALD
AND OWEN IAN MCDONALD ALL
OF PAERAU FARMERS (1/2
SHARE) AND ROSS WILLIAM
MANSON, DONALD GEORGE
MANSON, GREGORY NOEL
MANSON AND IAN JAMES
MANSON ALL OF PAERAU
FARMERS (1/2 SHARE).

- (1) Pursuant to Section 170 of the Land Act 1948 the term of the abovementioned lease registered in Volume 386 Folio 123 Otago Land Registry is renewed for a term of 33 years commencing on the 1st day of July 1992. The covenant to pay rent and the rental value contained in the lease is hereby varied by deleting the said covenant and substituting the following:

Yielding and paying therefore for the first 11 years of the said term unto the Landcorp Property Limited at Alexandra the annual rent of \$975.00 plus GST calculated on a rental value of \$65,000.00 payable without demand by equal half yearly payments in advance on the first day of January and the first day of July in each and every year during the said period of 11 years and for the next two successive periods of 11 years of the said term a rent determined in respect of each of those periods in the manner provided in Section 132A of the Land Act 1948.

(2) Consequent upon this renewal Marginal Strips have been reserved pursuant to Part IVA of the Conservation Act 1987 as shown on SO Plan 1827.

Handwritten signatures and initials are present below this section.

From: LAND INFORMATION DUNEDIN

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20/02/2002 13:27 #770 P.021/036

Save as hereby expressly varied all the covenants conditions and restrictions contained or implied in the said Memorandum of Lease shall remain in full force.

IN WITNESS WHEREOF the parties have hereunto subscribed their names this
1st day of June 1993

SIGNED for and on behalf of HER MAJESTY
THE QUEEN by the Commissioner of Crown
Lands in the presence of:

Witness: Bullen
Paroral Administration Officer

Occupation: Department of Survey and Land Information

Address: Wellington

[Signature]
Commissioner of Crown Lands

SIGNED by the Lessee
IAN DONALD MCDONALD
in the presence of:

[Signature]
Lessee

Witness: [Signature]

Occupation: Solicitor

Address: Dunedin

SIGNED by the Lessee
FRASER DONALD MCDONALD
in the presence of:

[Signature]
Lessee

Witness: [Signature]

Occupation: Solicitor

Address: Dunedin

From: LAND INFORMATION DUNEDIN

+64 3 474 5108

20/02/2002 13:28 #770 P.022/036

SIGNED by the Lessee)
OWEN IAN MCDONALD)
in the presence of:)

O. I. McDonald
Lessee

Witness: *[Signature]*

Occupation: *Police*

Address: *Dunedin*

SIGNED by the Lessee)
ROSS WILLIAM MANSON)
in the presence of:)

R. W. Manson
Lessee

Witness: *[Signature]*

Occupation: *Police*

Address: *Dunedin*

SIGNED by the Lessee)
DONALD GEORGE MANSON)
in the presence of:)

D. G. Manson
Lessee

Witness: *[Signature]*

Occupation: *Police*

Address: *Dunedin*

From: LAND INFORMATION DUNEDIN


+64 3 474 5108

20/02/2002 13:28 #770 P.023/036

SIGNED by the Lessee
GREGORY NOEL MANSON
in the presence of:




Lessee

Witness:  _____

Occupation:  _____

Address:  _____

SIGNED by the Lessee
IAN JAMES MANSON
in the presence of:



Lessee

Witness:  _____

Occupation:  _____

Address:  _____

From: LAND INFORMATION DUNEDIN

+64 3 474 5108

20/02/2002 13:29 #770 P.024/036

**MEMORANDUM OF RENEWAL OF
PASTORAL LEASE**

Particulars entered in the
Register as shown herein on the date
and at the time stamped below.

HER MAJESTY THE QUEEN Lessor

District/Assistant Land Registrar
of Otago

IAN DONALD MCDONALD Lessee
FRASER DONALD MCDONALD
OWEN IAN MCDONALD
ROSS WILLIAM MANSON
DONALD GEORGE MANSON
GREGORY NOEL MANSON
IAN JAMES MANSON

MWP_0015419



386103

2017 06/19/93

3/21

FILE COPY

LANDCORP PROPERTY LIMITED
DUNEDIN

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

00,000/3/55-45740

DESCRIPTION:

Run 204D, Upper Taiari & Rock & Pillar.S.Ds.

335/179

S.O. PLAN: 1827

AREA: (5450

2,205.53684

Ac. - Rs. - Ps.)

Gazette		S. Plan - or File	Classn.	Date of Disposal	Price/R.V.	Ann. Rent or Instalment	Term (Years from)	Tenure/ Lease No.	SELECTOR
Year	Page								
		459	F		£1500.	£75.00	35 yrs. fr. 1.3.24.	PR.1697	J.C.A. Mathias + A.J.L.
			P	1-3-1959	-	£240.	33 yrs. fr. 1.7.1959	P212	Martin (1/2) J.C.A. Mathias (1/4) Beeches Pastoral Coktd (1/2)

FREEHOLD TITLE

RESERVATIONS

15.9.75

	No.	Vol.	Folio	Gazette		PURPOSE	Vested		Control Vested		IN WHOM VESTED
				Year	Page		Year	Page	Year	Page	
C.O.P. -											
Warrant -											
C.C.L's Cert. -											
C/Grant -											

DESCRIPTION: Run 204D, Upper Taiari & Rock & Pillar.S.Ds.

"RELEASED UNDER THE OFFICIAL INFORMATION ACT"

Master Details Menu

[Subdivisions](#)

[Sales](#)

[General Maintenance](#)

[Update Assessment](#)

[Property Groups](#)

[Separate Properties](#)

[SRA Values](#)

[View Action Records](#)

[View Change History](#)

[Objections](#)

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[Reports](#)

[Public Roll Enquiry](#)

[District Valuation Roll](#)

[Enquiry](#)

[Public Single Property](#)

[Sales History](#)

[Single Property Sales](#)

[History](#)

[Property Inspection](#)



[View My Reports](#)



[Relink](#)

Master Details

Qpid: 1445033

Val.Ref.:

28330 / 21000

Situation:

0 HAMILTONS Road

Property Name:

Territorial Authority:

69 Central Otago District

Category:

PFBX Pastoral-Fatte

Date Revised:

01/09/2001

Nature of Imp.:

OI FG

No. of Extensions:

0

Plan:

002

Objections:

No

Subdivisions:

No

Consents:

Valuations

Capital

Land

Improvements

Rating Valuation: (Worksheet)

210000

200000

10000

Special Rating Valuation:

0

0

Special Rating Revision Valuation:

Revision Valuation:

Owner/Occupier Details

Type

Name

Address

Owner1

Land Information New Zealand

P O Box 27 Alexandra 9181

Occupier

Andrew W Weir

Paerau 4 R D Ranfurly 9071

Occupier

Stuart G Weir

Occupier

Fraser Donald McDonald

Occupier

& others

Complete Owner/Occupier Details.

Certificate of Titles: 11 / 386 / 123

Legal Descriptions: P212 RUN 204D ROCK & PILLAR UPPER TAHERI SD - THE BEECHES

Land Area

2205.5368Ha

TORAS

Code:33100

Tenure

Ownership

Rateability

Apportionment

Clearly Leased

Crown-Ministries/Departments

Rateable

NOT APPLICABLE

Land Use Data

Zone:

1A

Use:

Stock Fattening

Units:

1

Sub:

0

Car Parks:

0

Maori Land:

Age:

Wall Cond.:

Roof Cond.:

Wall Const.:

Roof Const.:

Site:

0

Floor Area:

0

Land Area:

2205.5368Ha

MAS Appraisal Data

CSI

Lot Position

Contour

Landscaping

View

View Scope

House Type

Modernisation

EYB

Main

Total

Fdn

Deck

LDY

Ols

Acc

Drv

UMR

0

0

0

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Department of Conservation
Te Papa Atawhai

Our ref: P 212

21 February 2002

Abercrombie and Associates
Consultants
Box 5056
DUNEDIN

Dear Sir

TENURE REVIEW: THE BEECHES II

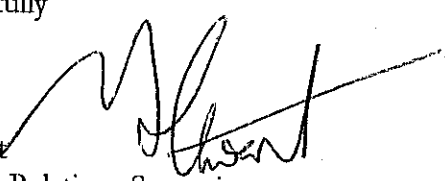
I refer to your letter of 14 February 2002.

The attached plan shows an area of marginal strip within the boundaries of the lease. This is part cons unit H42075. There are no concessions over this land.




An area of conservation land adjoins the lease and this is shown as cons unit H42054.

As the department has not always received advice from LINZ when marginal strips are created the department is not able with certainty to say whether there are any other marginal strips affecting this property.

Yours faithfully


Ken Stewart
Community Relations Supervisor
For Conservator

The Beeches II

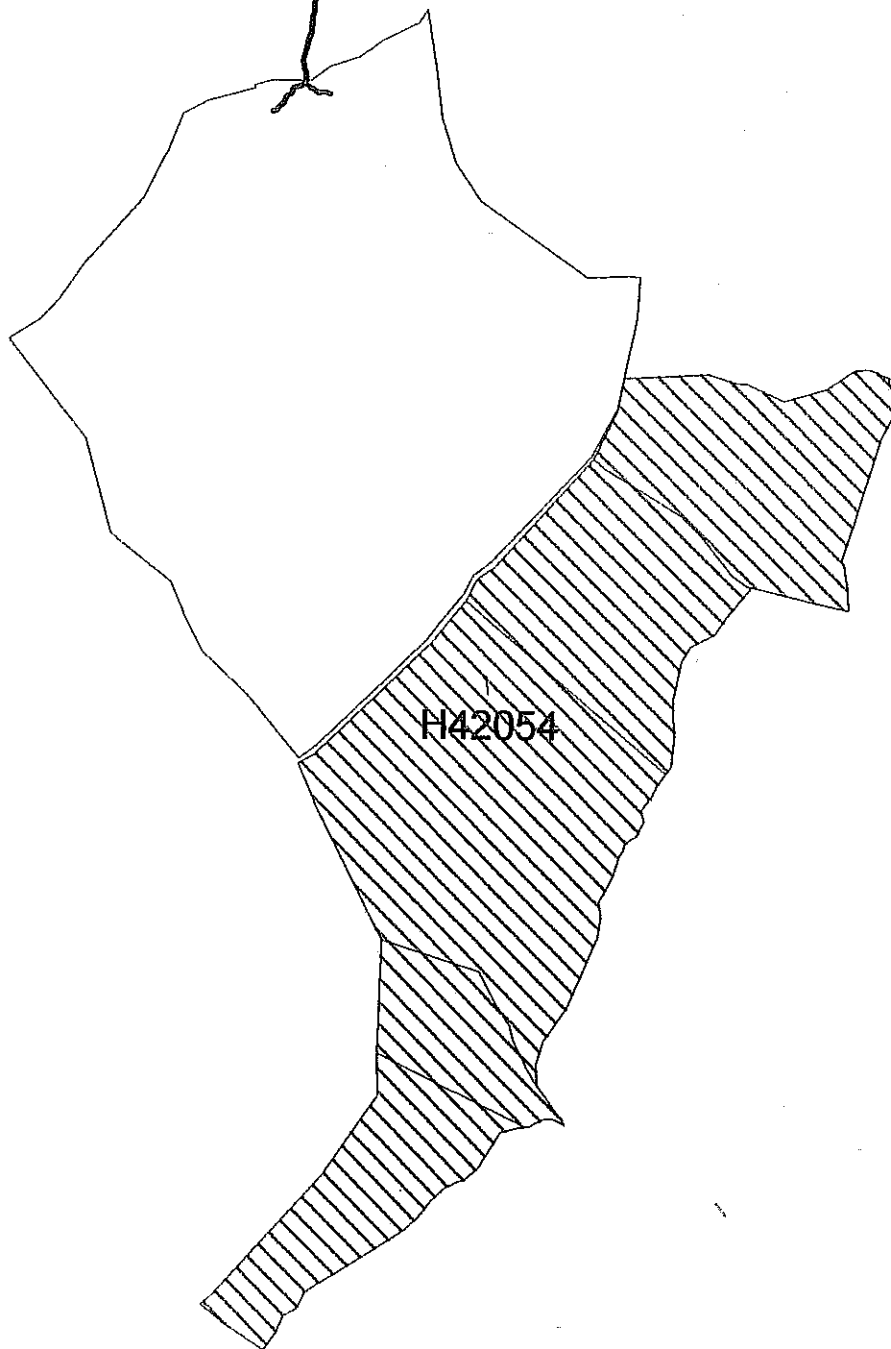
-  Pastoral lease.shp
-  Marginal strips.shp
-  Estate.shp

900 0 900 1800 Meters

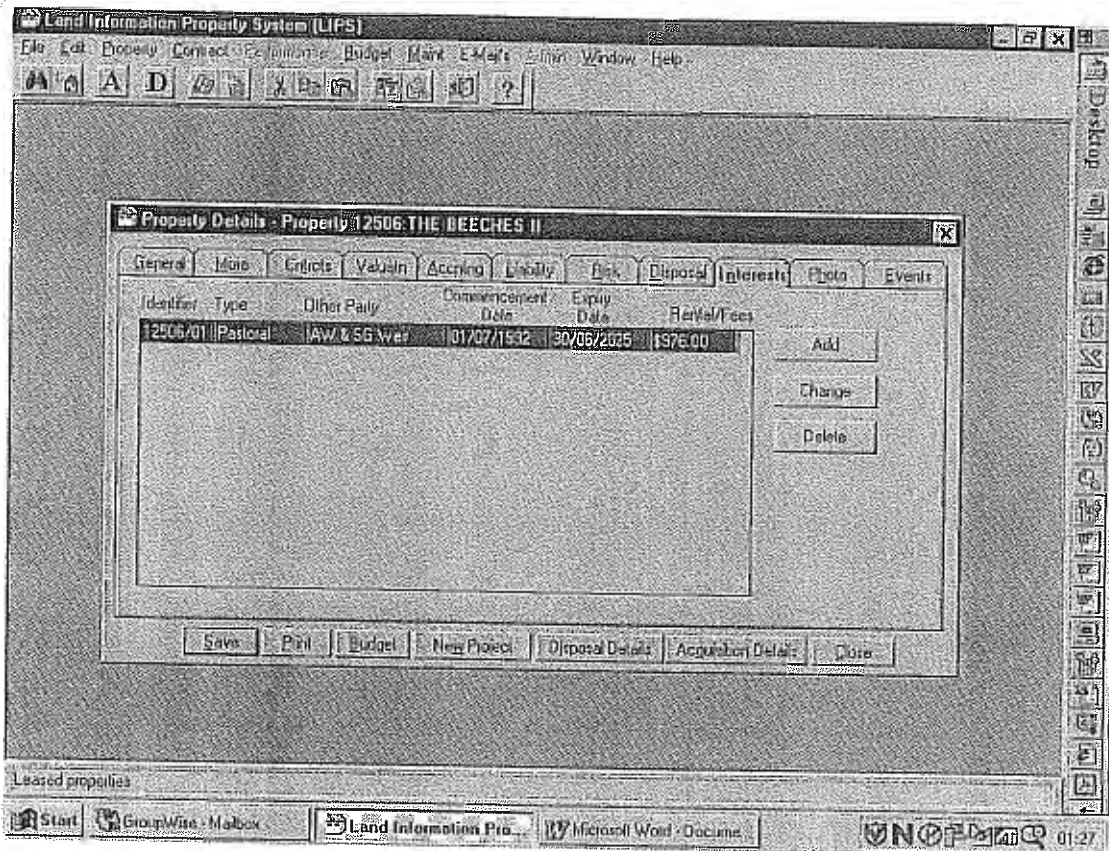


H42075

H42054



"RELEASED UNDER THE OFFICIAL INFORMATION ACT"



Land Information Property System (LIPS)

File Edit Property Contract Easements Budget Maint E-Mail Edit Window Help

Interest - 12506 - THE BEECHES II

Interests (Leases, Easements etc)

Identifier	12506/01	Rental	\$976.00
Other Party	AW & SG Weir	Address	P O Box 2
Type / Purpose	Pastoral Lease	Ranfuty	
Term	33 YEARS	Phone	
Commencement Date	01/07/1992	Fax	
Expiry Date	30/06/2025	Is the Interest current	Yes
Contingent Events		Add a new Event e.g. Fee Review, Interest Renewal	New Event
Conditions			
Notes	Po 212, lease began 01/07/92; transfer Feb 97. See also 12466 "The Beeches", Po 175.		

Save Close

The unique identification number. If no number is allocated use the property ID number eg 13786/1

Start GroupWise - Mailbox Land Information Pro... Microsoft Word - Docu... 01:27